

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

CELSIUS NETWORK LLC, *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 22-10964 (MG)  
)  
) (Jointly Administered)  
)

**ORDER (I) AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF RSM US LLP AS  
INDEPENDENT AUDITOR FOR THE DEBTORS AND DEBTORS IN  
POSSESSION AS OF AUGUST 1, 2023, AND (II) GRANTING RELATED RELIEF**

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Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to employ and retain RSM US LLP (“RSM”) to provide independent audit services to the Debtors, effective as of August 1, 2023, pursuant to the terms and conditions set forth in the Engagement Letter, attached hereto as **Exhibit 1**, as more fully set forth in the Application; and upon the *Declaration of Howard Siegal in Support of the Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of RSM US LLP as Independent Auditor for the Debtors and Effective as of August 1, 2023, and (II) Granting Related Relief* (the “Siegal Declaration”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that RSM does not hold or represent an adverse interest to the Debtors or their estates and is disinterested under section 101(14) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing thereon were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain RSM as audit services provider to the Debtors on the terms and conditions set forth in the Application and the Engagement Letter, effective as of August 1, 2023.
3. The terms and conditions the Engagement Letter, including the compensation provisions, are reasonable terms and conditions of employment and are approved.
4. RSM shall be compensated pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order, and any other applicable orders of this Court.

5. RSM shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-tenth-hour increments.

6. RSM is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

7. RSM shall file monthly, interim, and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter. RSM’s fixed fees pursuant to the Engagement Letter (and any supplemental Engagement Letters subsequently approved in these cases) shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code.

8. Notwithstanding anything to the contrary in the Application or the Engagement Letter, RSM will not charge the Debtors’ estates for time spent preparing or reviewing any invoices or time records submitted in support of any fee application or monthly fee statement filed in these chapter 11 cases; *provided* that time spent on privilege analysis related to such fee applications or monthly fee statements may be compensable by the Debtors’ estates; *provided, further* that RSM shall not seek reimbursement from the Debtors’ estates for any fees incurred in defending any of their fee applications in these chapter 11 cases.

9. RSM shall provide ten-business-days’ notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the

Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. To the extent the Debtors and RSM enter into any additional engagement letters or statements of work, the Debtors will file such engagement letters or statements of work with the Court and serve such engagement letters or statements of work upon the U.S. Trustee, counsel for the Committee, and any party requesting notice under Bankruptcy Rule 2002. If any party objects to the additional services to be provided by RSM within fourteen days of such new engagement letters or statements of work being filed and served, the Debtors will promptly schedule a hearing before the Court. All additional services will be subject to the provisions of this Order. To the extent no related timely objections are filed, such additional engagement letters shall be deemed approved pursuant to this Order.

11. In the event that, during the pendency of these chapter 11 cases, RSM seeks reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in the respective fee applications, and such invoices and time records shall be in compliance with the Local Rules and subject to any U.S. Trustee Guidelines and Court approval under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code.

12. RSM will review its files periodically during the pendency of these chapter 11 cases to determine whether any disqualifying conflicts or other circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, RSM will use reasonable efforts to identify

such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

13. Notwithstanding anything in the Application or the Engagement Letter to the contrary, RSM shall (i) to the extent that RSM uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these cases, pass-through the cost of such Contractors to the Debtors at the same rate that RSM pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks as required for RSM; and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014.

14. To the extent that there may be any inconsistency between the terms of the Application, the Siegal Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

15. RSM shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors’ other retained professionals in these chapter 11 cases.

16. The Debtors and RSM are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**IT IS SO ORDERED.**

Dated: 10/5/2023  
New York, New York

/s/ Martin Glenn  
MARTIN GLENN  
Chief United States Bankruptcy Judge

**Exhibit 1**

**Engagement Letter**

08-Aug-2023

August 4, 2023

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
50 Harrison St. Suite 209F  
Hoboken, NJ 07030

Attention: Chris Ferraro, Interim CEO

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that RSM US LLP ("RSM", "we", "us", or "our"), audit the financial statements of Celsius Mining LLC (the "Company", "you", or "your"), which comprise the balance sheets as of December 31, 2022, 2021, and 2020, the related statements of operations, changes in equity (deficiency), and cash flows for the years then ending, and the related notes to the financial statements. Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We are pleased to confirm our understanding of this audit engagement by means of this letter ("Engagement Letter"). Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including inquiry of your previous [auditors] [accountants]. We will notify you promptly if we become aware of anything during our acceptance procedures or review of audit documentation that results in our not being able to continue this engagement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the Public Company Accounting Oversight Board ("PCAOB") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS and PCAOB. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and PCAOB, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.



Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 2

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and PCAOB.

We will also communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential), (c) various matters related to the entity's accounting policies and financial statements, and (d) should any arise, disagreements with management and other serious difficulties encountered in performing the audit.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Company complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 3

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. For adjusting the financial statements to correct material misstatements relating to accounts or disclosures and affirming to us in its representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
3. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
4. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

#### **Shared Responsibilities for Independence**

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA"), the PCAOB and the rules and regulations of the Securities and Exchange Commission ("SEC"). The SEC's longstanding view that auditors and their audit clients have a shared responsibility for compliance with auditor independence rules has been reinforced in its October 16, 2020 final rule release, amending certain auditor independence requirements under Rule 2-01 of Regulation S-X ("Rule 2-01"). To enable RSM and the Company to each comply with Rule 2-01, you agree to instruct management to:

1. Implement and maintain policies and procedures to identify and monitor current and potential affiliates of the Company, as defined in Rule 2-01, including the nature, extent and other relevant

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 4

aspects of relationships and services between RSM or our associated entities, including members of our global network, and any such potential affiliates;

2. Provide information with respect to current and potential affiliates, including ownership percentage and materiality assessments, to us on a quarterly basis, or more frequently upon request;
3. Notify us of all planned transactions involving (i) changes in control of the Company or an investor obtaining a 20% or greater ownership in the Company or representation on the Company's Board of Directors, or (ii) investments of 20% or greater in or acquisitions of other entities by the Company, sufficiently in advance of their effective dates to enable the Company and RSM to identify and eliminate potential impermissible services and relationships between RSM or our associated entities and those potential subsidiaries or equity-method investees, prior to the effective dates.

Additionally, because it could impact our independence with respect to the Company if we or one of our associated entities were to provide certain non-audit services to the Company or its affiliates, and because we must obtain your approval before being engaged to provide audit or non-audit services to the Company and its subsidiaries, you agree to instruct management that the Company and its affiliates may not engage RSM or any of our associated entities to provide audit or non-audit services to the Company or any of its affiliates without first obtaining our written permission, and where required, your preapproval.

The SEC also broadly defines the accounting firm to include "all of the organization's departments, divisions, parents, subsidiaries, and associated entities, including those located outside of the United States." Our associated entities have been included in Exhibit A.

If the Company hires in a financial reporting oversight role a current or former partner, principal, or professional employee of RSM or our associated entities who serves or served as a member of the audit engagement team, our independence could be impacted. You agree to inform us prior to soliciting for employment or a position on your Board of Directors a current or former partner, principal, or professional employee of RSM or our associated entities so we may jointly assess the impact of the potential employment on our independence.

You also agree to inform all persons in a financial reporting oversight role (other than outside directors) that they and their immediate family members are not permitted to obtain tax services from RSM or our associated entities.

### **Reporting**

We will issue a written report upon completion of our audit of the Company's financial statements. Our report will be addressed to the Board of Directors of the Company. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Company's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 5

### **Inclusion of Our Reports in Documents or Filings**

We understand that the Company intends to include our report in a Form 10 to be filed with the SEC and to make reference to us as experts. In the event we provide consent to such use of our report, not to be unreasonably withheld, the Company agrees to provide us with printer's proofs or masters of all such documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is filed or distributed. The Company agrees to promptly supply us with any comment letter or other communication received from the SEC relating to the financial statements or other information with which our report has been associated and to provide us with a copy of the Company's proposed response for our review before such response is submitted.

The Company agrees that it will not include our reports, or otherwise make reference to us, in any document used in a public or private offering of equity or debt securities without first obtaining our written permission, not to be unreasonably withheld. Any such request is also a matter for which separate arrangements will be necessary. After obtaining our permission, the Company also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed, with each approval not to be unreasonably withheld. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Company that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Company seeks such consent, we will be under no obligation to grant such consent or approval.

**The SEC requires electronic filing of certain information in connection with its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system. The Company agrees that before filing any document with which we are associated, in electronic format with the SEC or others, the Company will provide us with a printed or electronic copy of the information proposed to be filed. To the extent we grant permission to include our report, we will provide the Company with a signed copy of our report(s), consent(s) and/or other relevant documents after completing our review. These manually signed documents will authorize the use of our name prior to any electronic transmission by you. The SEC requires that you keep copies of these manually signed documents for a period of five years and provide them to the SEC upon request.**

### **Quarterly Review Services**

We will perform a review of the interim financial information of the Company as of and for the end of each quarter in the year ending December 31, 2023 and for the corresponding periods of the year ended December 31, 2022 in accordance with the standards of the PCAOB. The objective of a review of interim financial information is to provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform to U.S. GAAP. The review will consist primarily of performing analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the auditing standards of the PCAOB, the objective of which is the expression of an opinion on the financial statements. Accordingly, we will not express an opinion on the interim financial information.

A review includes obtaining sufficient knowledge of the Company's business and its internal control as it relates to the preparation of both annual and interim financial information to: (a) identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence, and (b) select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform to U.S. GAAP.

A review is not designed to provide assurance on internal control over financial reporting or identify significant deficiencies or material weaknesses. It also is not designed, and cannot be relied upon, to

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 6

disclose errors, fraud or illegal acts, should any exist. However, we will communicate to management and the special committee of the board of Celsius Network Limited (the "Special Committee") any significant deficiencies or material weaknesses that come to our attention and any errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Upon the completion of our review and prior to the filing of the Form 10 or any Form 10-Q, as applicable, we will meet with or otherwise discuss the results of our review with the Special Committee and a representative of financial management of the Company.

We will not issue a review report at the completion of our review. However, SEC regulations require that if the Company includes a representation in documents issued to stockholders, third parties or the SEC that we reviewed the interim information, then our written report must be included with these documents.

If, for any reason, we are unable to complete the interim reviews, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

#### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Company's books and records. The Company will determine that all such data, if necessary, will be so reflected. Accordingly, the Company will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Company personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Joel Block, CFO. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Tax Services**

Our services under this Engagement Letter do not include services for tax return preparation, tax advice or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our audit services. Any such discussions or information would be based upon limited tax research, limited due diligence and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting. Separate arrangements need to be made for any tax services to be provided in connection with this audit engagement.

#### **Parties' Understandings Concerning Situation Around COVID-19**

To the extent any of the services described herein require a party to visit ("Visiting Party") the other party's facilities ("Host Party") in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of the Company or RSM to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

#### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals; provided that we will



Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 7

receive prior written consent from the Company before incurring direct expenses that exceed \$10,000 in the aggregate. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Company personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our fees, for the following audit services, are estimated to be \$995,000, billed on time and materials basis. This estimate is based on the criteria listed above, and may increase. In the event it appears that fees shall exceed that amount, prior written approval of the Company shall be obtained. This fee estimate excludes our audit services related to the Form 10 procedures, and the NewCo year-end audit. Each of these additional services will be billed separately and on a time and material basis.

Audit services
Audit of December 31, 2020 financial statements
Audit of December 31, 2021 financial statements
Audit of December 31, 2022 financial statements
Quarterly review of March 31, 2023 and 2022 financial statements
Quarterly review of June 30, 2023 and 2022 financial statements
Quarterly review of September 30, 2023 and 2022 financial statements
NewCo opening balance sheet audit

All matters related to the Company's adoption of the new leases standard pursuant to ASC 842 will be accounted for and billed separately.

#### Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." We may share your information, including Confidential Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International Network Firm may also share

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 8

with us any information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Engagement Letter. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RSM gives the Company access to a Third-Party Product in connection with the services contemplated herein, the Company agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Company shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Company, or any user to whom the Company grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

#### **Use and Ownership; Access to Audit Documentation**

For the avoidance of doubt, the Audit Documentation for this engagement is the property of RSM. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RSM's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the Company under this Engagement Letter, or any documents belonging to the Company or furnished to RSM by the Company.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RSM policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RSM's form. RSM reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our reasonable and documented professional time and expenses, as well as the reasonable and documented fees and expenses of our counsel, incurred in responding to such requests.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 9

### **Confidentiality**

RSM and the Company may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the Company agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the Company's Confidential Information to RSM's personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Company consents to RSM: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Company, or otherwise obtained by RSM in connection with the services provided under this Engagement Letter, to provide the Company with professional services under any other professional services agreement the Company enters into or has entered into with RSM; and (ii) using any information or data provided by or on behalf of the Company, or otherwise obtained by RSM in connection with professional services provided by RSM under another professional service agreement RSM has entered into with the Company, including confidential, personal or other protected information, to provide the services under this Engagement Letter to the Company.

### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.



Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 10

### **Disclosure of Information for Evaluating Independence**

RSM is a member of the RSM International Network, a network of independent accounting firms. Each member of the RSM International Network is an independent accounting and advisory firm, each of which practices in its own right. Professional standards require RSM to evaluate auditor independence, taking into consideration both RSM's services to the Company and the Company's affiliates, as defined by Rule 2-01(f)(4) of Regulation S-X and any services to the Company and the Company's affiliates performed by other member firms of RSM International. To permit RSM to comply with these independence rules, the Company agrees that RSM may disclose to and discuss with RSM International and its member firms: (i) the name of any corporation, partnership, trust, limited liability company or other entity for whom RSM or any member of RSM International performs services; (ii) any affiliate relationships between those entities; and (iii) the nature of the services performed. This information will be used solely for the purpose of evaluating the independence of RSM and other RSM International Network Firms.

### **Data Protection Compliance**

Our Privacy Policy ("Privacy Policy") is located on our website at <https://rsmus.com/pages/rsm-us-privacy-policy.html>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Engagement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

Upon written request, but not more than annually during the term of this Engagement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Engagement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program Operating Manual ("NISPOM") or the Defense Federal Acquisition Regulation Supplement ("DFARS"), or data subject to Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"). Unless otherwise expressly agreed upon and specified in writing by RSM and the Company, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the Company acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 11

### **Personal Information**

As used herein, the term “Personal Information” means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or state- or province-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

Where we are acting as a service provider under the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations (“CCPA”), we (i) will not Sell or Share (as those terms are defined by the CCPA) any Personal Information received from the Company; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Engagement Letter, including to provide Personal Information to advisers or sub-contractors to maintain or provide the services provided under this Engagement Letter, or to the extent such disclosure is required by law. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer’s (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional or ethical standard. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Company-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 12

your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner. Our invoices will comply with all requirements under title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any rules and orders promulgated by the United States Bankruptcy Court for the Southern District of New York in the chapter 11 cases captioned *In re Celsius Network LLC, et al.* (Case No. 22-10964).

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and non-cancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of RSM, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 13

longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

#### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Company acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Company or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Company shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Company shall not knowingly cause RSM to violate any sanctions applicable to RSM. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Nothing in this Engagement Letter shall limit the liability of RSM to the Company for any negligence, violation of applicable auditing standards, or other fault in the performance of audit procedures, whether at common law, under the federal securities laws, or pursuant to any applicable state law. Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

#### **Notices**

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Company to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure),

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 14

at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

### **Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Engagement Letter constitutes the complete and exclusive statement of agreement between RSM and the Company and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

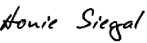
### **Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 15


**AGREED TO AND ACKNOWLEDGED BY:**

RSM US LLP

DocuSigned by:  
  
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Howie Siegal, Partner

08-Aug-2023

Confirmed on behalf of Celsius Mining LLC:

DocuSigned by:  
  
1315E92CCA0F408...  
Chris Ferraro, Executive Officer

8/8/2023

Date

DocuSigned by:  
  
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Alan Carr, Special Committee Member

8/8/2023

Date



**Exhibit A**  
**List of RSM US LLP Associated Entities**

Birchtree Financial Services LLC  
Risk & Regulatory Consulting, LLC  
Rock River Insurance Company, LLC  
RSM Canada Consulting LP  
RSM Canada GP Inc.  
RSM Canada Limited  
RSM Canada Operations ULC  
RSM Delivery Center (India) Private Limited  
RSM US (Germany) GmbH  
RSM US (Hong Kong) Limited  
RSM US (UK) Ltd.  
RSM Canada Holdco LLP  
RSM US Consulting (Shanghai) Co. Ltd.  
RSM US Insurance Agency Services LLC  
RSM US International Holdco One LLC  
RSM US International Holdco Two LLC  
RSM US International Holdco Three LLC  
RSM US International Services, Inc.  
RSM US Mexico Consulting, S.C.  
RSM Product Sales Holdings LLC  
RSM US Product Sales LLC  
RSM US SV. Ltda. de C.V.  
Wise Consulting Associates, LLC  
RSM Canada LLP  
RSM US Foundation  
RSM International and all of its member firms (attached – Exhibit B)

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 17

**Exhibit B**  
**List of RSM US LLP Member Firms**

Country	Name
Afghanistan	RSM Avais Hyder Liaquat Nauman, Afghanistan
Afghanistan	RSM Avais Hyder Liaquat Nauman (the RSM member firm in Pakistan)
Albania	RSM ALBANIA
Andorra	RSM Andorra Auditors i Assessors, SL
Argentina	RSM AR S.R.L.
Argentina	RSM Cuyo S.A.
Argentina	RSM Cordoba S.A.
Argentina	RSM Consult.AR S.A.
Argentina	RSM Paraguay S.A.
Argentina	Aprilstar S.A.
Australia	RSM Australia Pty Ltd
Australia	RSM Timor Unipessoal Lda
Australia	RSM Australia Tax Law Pty Ltd
Australia	RSM Digital Australia Pty Ltd
Australia	RSM Corporate Australia Pty Ltd
Australia	RSM Financial Services Australia Pty Ltd
Australia	RSM Australia Partners
Australia	BC Law Pty Ltd
Austria	RSM Austria Wirtschaftsprüfung GmbH
Austria	RSM Austria Steuerberatung GmbH
Austria	RSM Austria Immobilien GmbH
Austria	RSM Austria Global Employer Services GmbH
Austria	RSM Austria Consulting GmbH
Austria	RSM Austria Transaction Services Wirtschaftsprüfung GmbH
Austria	JPS Personalverrechnungs GmbH
Austria	RSM Austria Business Process Improvement Steuerberatung GmbH
Azerbaijan	RSM Azerbaijan LLC
Azerbaijan	RSM Azerbaijan Consulting Group LLC
Azerbaijan	RSM Azerbaijan Consulting and Technology LLC
Bahrain	RSM Bahrain
Bahrain	RSM Auditing and Consulting & Partners (based in Qatar)
Bahrain	Shams Sadeq AL Baharna Auditors and Consultants
Bangladesh	Masih Muhith Haque & Co. Chartered Accountants
Bangladesh	RSM Bangladesh Consulting Ltd.
Belgium	RSM Belgium
Belgium	RSM InterICT SRL/BV



Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 18

Belgium	RSM InterTransactions SRL/BV
Belgium	RSM InterSustainability SRL/BV
Belgium	RSM Belgie
Belgium	RSM reviseurs d'entreprises - bedrijfsrevisoren SRL/BV
Belgium	RSM Belgique
Belgium	RSM InterTax
Belgium	RSM InterAudit SRL/BV
Belgium	RSM InterFiduciaire SRL/BV
Belgium	RSM België
Belgium	RSM InterPay
Belgium	RSM IT Advisory BVBA
Belgium	RSM Corporate Finance
Botswana	RSM Botswana
Botswana	RSM (Botswana) Consulting (Pty) Ltd
Botswana	RSM Botswana Software Proprietary Limited
Botswana	RSM (Botswana) Professional Services Proprietary Limited
Botswana	Royal Training Consultants (Pty) Ltd trading as Businesoft Sysems
Brazil	RSM Brasil BPO S/S
Brazil	RSM Brasil Corporate Consultores Ltda
Brazil	RSM Brasil Solution Servicos de Apoio Administrativo
Brazil	RSM Brasil Consultores Associados Sociedade Simples Ltda
Brazil	RSM Brasil Auditores Independentes
Brazil	RSM Brasil BPS SP Servicos Contabeis Ltda
Brazil	RSM ACAL Auditores Independentes S/S
Brazil	RSM Brasil Tax Consultoria Empresarial Ltda
Brazil	Pollvo Licenciamento e Desenvolvimento de Software Ltda
Brazil	RSM ACAL Auditoria e Consultoria S/S
Brazil	EASY SIGN CERTIFICACAO DIGITAL LTDA.
Brazil	PORTAL SPED BRASIL E SERVICOS LTDA
Brazil	MVC CONSULTING AUDITORIA E CONSULTORIA LTDA
Brazil	RSM BRASIL SP BOT TECNOLOGIA LTDA
Brazil	ACCOUNT BANK TECNOLOGIA LTDA
Brazil	RSM Brasil Serviços Complementares Ltda.
Brazil	HUBCOUNT TECNOLOGIA LTDA
Brazil	RSM Brasil Consultoria Contabil e Tributaria Ltda
Bulgaria	RSM BG Ltd.
Canada	RSM Canada Alliance
Canada	RSM Canada LLP
Cayman Islands	RSM Cayman Ltd.
Cayman Islands	RSM Professional Services (Cayman) Ltd.
Channel Islands	RSM Channel Islands Group Limited

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 19

Channel Islands	RSM (CI) Audit Limited
Channel Islands	RSM Jersey Limited
Channel Islands	RSM Channel Islands (Audit) Limited
Channel Islands	RSM Channel Islands Services Limited
Channel Islands	RSM Channel Islands Limited
Chile	RSM Chile SpA
Chile	RSM Chile Magnus Technology SPA
Chile	RSM Chile Auditores y Consultores SpA
Chile	Magnus Technology Services SpA
Chile	Auren Group SpA
China	RSM China CPA LLP - English name 容诚会计师事务所 Chinese name
China	RSM Xiamen Consulting Co., Ltd. / 厦门容诚企业咨询有限公司
China	Anhui RSM Tax Ltd. 安徽容诚税务师事务所有限公司
China	Jiangsu RSM Tax Ltd. / 江苏容诚税务师事务所有限公司
China	RSM China (Liaoning) Certified Tax Agents Limited Corporation (辽宁容诚税务师事务所有限公司)
China	Xiamen RSM Tax Ltd / 容诚税务师事务所(厦门)有限公司
China	Suzhou RSM Tax Ltd. / 容诚(苏州)税务师事务所有限公司
China	Shanghai RSM Tax Ltd. / 上海容诚税务师事务所有限公司
China	RSM Shanghai Consulting Co., Ltd / 上海容诚企业咨询有限公司
China	RSM China (Shenzhen) Certified Tax Agents Limited Corporation (容诚 (深圳) 税务师事务所有限公司)
China	RSM China (Beijing) Certified Tax Agents Limited Corporation (容诚税务师事务所 (北京) 有限公司)
China	RSM China (Guangzhou) Certified Tax Agents Limited Corporation (容诚税务师事务所 (广州) 有限公司)
China	RSM China (Guangxi) Certified Tax Agents Limited Corporation (广西容诚税务师事务所有限公司)
China	RSM Consultants (Beijing) Co., Ltd (容诚咨询 (北京) 有限公司)
China	Xiamen Tianjian Zhida Tax Ltd. / 厦门天健致达税务师事务所有限公司
China	Anhui Huapu Construction Cost Consultation Co., Ltd.
China	Liaoning Tianjian Construction Cost Consultation Co., Ltd.
China	Anhui Huapu Tax Consultation Co., Ltd
China	Accountstaff Hangzhou Co., Ltd
China	SBA Stone Forest Limited
China	SBA Stone Forest Corporate Advisory (Shanghai) Co. Ltd

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 20

China	SBA Stone Forest HR Service (Shanghai) Co., Ltd
China	SBA Stone Forest CPA Co. Ltd
China	AG China (Shanghai) Pte Ltd
China	SBA Stone Forest CPA (Beijing) General Partnership
Colombia	RSM Colombia SAS
Colombia	RSM Colombia Auditores SAS
Colombia	RSM Colombia BPO & Consulting SAS
Colombia	RSM Colombia-BG SAS
Colombia	RSM Colombia-Tax & Legal SAS
Colombia	RSM Colombia-CA SAS
Costa Rica	RSM Costa Rica Audit Tax and Consulting Services Sociedad Anónima
Costa Rica	RSM Costa Rica Servicios Contables de San Jose, Limitada
Croatia	RSM Croatia d.o.o.
Cyprus	RSM Cyprus Limited
Cyprus	RSM Cyprus People Services Ltd
Czech Republic	RSM CZ a.s.
Czech Republic	RSM SK s. r. o. (based in Slovakia)
Czech Republic	RSM Technology CZ s.r.o.
Czech Republic	RSM Payroll Solutions CZ s.r.o.
Czech Republic	RSM Consulting SK s.r.o. (based in Slovakia)
Denmark	RSM Danmark Statsautoriseret Revisionspartnerselskab
Dominican Republic	RSM Dominicana, S.R.L.
Egypt	RSM Egypt
Egypt	RSM Egypt Training Academy
Egypt	RSM Egypt - Consulting and Financial Process Outsourcing
Egypt	RSM Egypt Financial Advisory
Egypt	RSM Egypt - Chartered Accountants Magdy Hashish & Partners
El Salvador	RSM El Salvador, Ltda. de C.V.
Eswatini	RSM Eswatini
Eswatini	RSM Eswatini Consulting (Proprietary) Limited
France	RSM France
France	CSC Limited
France	RSM NIMES
France	ALAIN MARTIN ET ASSOCIES
France	GIE RSM RHONE-ALPES
France	RSM Réunion Nord
France	GIE RSM PARIS
France	GIE RSM OUEST
France	GIE RSM EST
France	GIE RSM MEDITERRANEE
France	RSM OUEST AUDIT

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 21

France	RSM EST
France	RSM PARIS Services
France	RSM PACA
France	RSM PARIS
France	RSM MEDITERRANEE
France	RSM Réunion Mayotte
France	RSM Mayotte Expertise
France	RSM RHONE-ALPES
France	RSM OUEST
France	RSM BEAUJOLAIS VAL DE SAONE
France	RSM PAYS DE SAVOIE
France	RSM NIGER
France	RSM HOLDING FRANCE
France	RSM GRENOBLE DAUPHINE
France	RSM GARD
France	RSM France RH
France	RSM Réunion Expertise
France	RSM Réunion Mayotte Audit
France	RSM Réunion Sud
France	GECIA EXPERTISE COMPTABLE
France	RSM OI EXPERTISE
France	RSM OI AUDIT
France	RSM OI MAYOTTE SAS
France	BusinessCool
France	RSM OM SUD
France	COMPTA CONSEILS EXPERTS ASSOCIÉS
France	RSM OM NORD
France	RSM OM SAS
Georgia	RSM Georgia LLC / არსემ საქართველო
Georgia	RSM Georgia Solutions LLC
Germany	RSM GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft
Germany	RSM Legal GmbH Rechtsanwaltsgesellschaft
Germany	RSM Risk Consulting Germany GmbH & Co. KG
Germany	RSM DE Technology & Management Consulting GmbH
Gibraltar	RSM Gibraltar Group
Gibraltar	RSM Gibraltar Limited
Gibraltar	RSM Fiduciary (Gibraltar) Limited
Gibraltar	RSM Audit (Gibraltar) Limited
Gibraltar	RSM Fund Services (Gibraltar) Limited
Greece	RSM Greece Certified Auditors and Management Consultants SA
Greece	RSM Greece Business Advisors Ltd.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 22

Guatemala	Orellana Sánchez, Sazo & Asociados, S.C
Guatemala	RSM Guatemala BPO, S.A.
Honduras	RSM Honduras, S. de R.L. de C.V.
Hong Kong	RSM Hong Kong
Hong Kong	RSM Corporate Advisory (Hong Kong) Limited
Hong Kong	RSM Tax Advisory (Hong Kong) Limited
Hong Kong	RSM Capital (Hong Kong) Limited
Hong Kong	RSM Consulting (Hong Kong) Limited
Hungary	RSM Hungary Plc.
Hungary	RSM Connect Tax Hungary Ltd.
Hungary	RSM DTM International VAT Services Ltd.
Hungary	RSM Hungary Könyvvizsgáló Zrt. (RSM Hungary Auditing Priv. Co. Ltd.)
Hungary	RSM Audit Hungary Zrt.
Hungary	Nextum Kft.
Hungary	RSM Szűcs & Partnerei Ügyvédi Iroda
Hungary	Szűcs & Partnerei Ügyvédi Társulás
India	Suresh Surana & Associates LLP
India	RSM Astute Consulting Pvt. Ltd.
India	RSM Astute Consulting (Chennai) Pvt. Ltd.
India	RSM Astute Consulting India LLP
India	RSM Consulting India Pvt. Ltd.
India	RSM GC Advisory Services Pvt. Ltd.
India	Suresh   Surana & Associates
India	RSM Astute Consulting Ahmedabad LLP
India	RSM Astute Consultech Pvt. Ltd.
Indonesia	RSM Indonesia
Indonesia	Amir Abadi Jusuf, Aryanto, Mawar & Rekan, Registered Public Accountants
Indonesia	PT RSM Indonesia Konsultan
Indonesia	PT RSM Indonesia Mitradaya
Indonesia	PT RSM Indonesia Mitradana
Ireland	RSM Ireland Business Advisory Limited
Israel	RSM Shiff Hazenfratz & Co.
Israel	RSM Shiff Hazenfratz & Co. Control & Risk Management / שיף הזנפרץ ושות' / RSM יעוץ, בקרה וניהול סיכונים
Italy	RSM Società di Revisione e Organizzazione Contabile S.p.A.
Italy	RSM Italy Tax Legal & Advisory Srl
Italy	RSM Italy Accounting Milano Srl
Italy	RSM Italy Corporate Finance S.r.l.
Italy	RSM Legal Italia STA a r.l.
Italy	RSM Italy M&A Advisory Srl

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 23

Italy	RSM Italy Accounting Roma Srl
Italy	RSM Italy Scarl
Italy	RSM Studio Tributario e Societario – Roma
Italy	RSM Studio Tributario e Societario – Milano
Italy	RSM Studio Palea Lauri Gerla - Milano
Italy	RSM Studio Palea Lauri Gerla Holding Srl
Italy	RSM Italy Tax & Advisory S.R.L.
Italy	RSM Studio Palea Lauri Gerla - Roma
Japan	RSM Seiwa (English name) RSM 清和監査法人
Japan	RSM Japan Tax Co.
Japan	RSM Shiodome Partners Limited RSM 汐留パートナーズ株式会社
Japan	RSM Shiodome Partners SR Co. RSM 汐留パートナーズ社会保険労務士法人
Japan	RSM Shiodome Partners JS Co. RSM 汐留パートナーズ司法書士法人
Japan	Shiodome Business Solutions Limited 汐留ビジネスソリューションズ株式会社
Japan	RSM Shiodome Partners Tax Co. RSM 汐留パートナーズ税理士法人
Japan	RSM Seiwa Consulting Co., Ltd / RSM清和コンサルティング株式会社)
Japan	Shiodome Partners (Philippines) Inc.
Japan	RSM Shiodome Partners AS Co. RSM 汐留パートナーズ行政書士法人
Japan	Shiodome Partners JS Co. 汐留パートナーズ司法書士法人
Japan	Shiodome Partners AS Co. 汐留パートナーズ行政書士法人
Japan	Shiodome Partners SR Co. 汐留パートナーズ社会保険労務士法人
Japan	Shiodome Partners Tax Co. 汐留パートナーズ税理士法人
Japan	Shiodome Partners Limited 汐留パートナーズ株式会社
Japan	Seiwa Consulting Co., Ltd / (清和コンサルティング株式会社)
Jordan	Arabian Professional Group / (المجموعة المهنية العربية)
Jordan	Integrated Consulting Services / (الخدمات الاستشارية المترابطة)
Kazakhstan	TOO "RSM Qazaqstan"
Kazakhstan	TOO "RSM Qazaqstan Advisory"
Kazakhstan	RSM Kazakhstan Partnership

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 24

Kenya	RSM Eastern Africa LLP
Kenya	RSM Eastern Africa, Tanzania
Kenya	RSM (Eastern Africa) Consulting Ltd., Kenya
Kenya	RSM Eastern Africa, Uganda
Kenya	RSM (Eastern Africa) Consulting Ltd., Tanzania
Kenya	RSM (Eastern Africa) Consulting Ltd., Uganda
Korea (Republic of)	Shinhan Accounting Corporation
Kosovo	RSM Kosovo Sh.p.k.
Kosovo	RSM Kosovo Consulting SH.P.K.
Kosovo	RSM Albania
Kuwait	RSM Albazie & Co.
Kuwait	RSM Al Bazie Management Consulting & Economic Company WLL (also known as RSM Albazie Consulting W.L.L.)
Kyrgyzstan	RSM KGZ Limited Liability Company («PCM КейДжизет» Жоопкерчилиги чектелген коому )
La Reunion	RSM Réunion Audit
La Reunion	RSM OI Audit
Lebanon	RSM Lebanon
Luxembourg	RSM Tax & Accounting Luxembourg
Luxembourg	RSM Fund Management Luxembourg
Luxembourg	RSM Financial Services Luxembourg
Luxembourg	RSM Cosal Luxembourg
Luxembourg	RSM Audit Luxembourg, société à responsabilité limitée
Macedonia (Republic of North)	RSM MAKEDONIJA DOOEL Skopje / PCM МАКЕДОНИЈА ДООЕЛ Скопје
Macedonia (Republic of North)	RSM IT MAKEDONIJA DOOEL Skopje. (PCM ИТ МАКЕДОНИЈА ДООЕЛ Скопје)
Macedonia (Republic of North)	Lawyer Iva Hot Skopje - Адвокат Ива Хот Скопје
Malaysia	RSM Malaysia PLT
Malaysia	RSM BPO (Malaysia) Sdn. Bhd.
Malaysia	RSM Outsourcing (Malaysia) Sdn. Bhd.
Malaysia	RSM IT Solutions (Malaysia) Sdn. Bhd.
Malaysia	RSM IT Capital (Malaysia) Sdn. Bhd.
Malaysia	RKT Tax Services (KL) Sdn. Bhd.
Malaysia	RSM RKT Group Sdn. Bhd.
Malaysia	RSM Tax Consultants (Malaysia) Sdn. Bhd.
Malaysia	RKT Tax Consultants Sdn. Bhd.
Malaysia	RKT Tax Services Sdn. Bhd.
Malaysia	RSM SBA (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Restructuring (Malaysia) Sdn. Bhd.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 25

Malaysia	RSM Corporate Consulting (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Strategies (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Advisory (Malaysia) Sdn. Bhd.
Malaysia	RSM Malaysia
Malaysia	Quest BPO Sdn Bhd
Malaysia	PayrollServe Malaysia Sdn Bhd
Malaysia	Stone Forest Malaysia Sdn Bhd
Malta	RSM Malta
Malta	RSM Malta Talent Management Services Limited
Malta	RSM Malta Advisory Limited
Malta	RSM Malta VFA Limited
Mauritius	RSM (Mauritius) Consulting Ltd.
Mauritius	RSM (Mauritius) LLP
Mauritius	RSM (Mauritius)
Mayotte	RSM Mayotte
Mayotte	RSM OI MAYOTTE SAS
Mexico	RSM Mexico Bogarín S. C.
Mexico	Personal Especializado UTIL SA de CV
Mexico	Util Soluciones en Recursos Humanos S.A. de Cv.
Mexico	Grupo de Trabajo SAC S de RL de CV
Mexico	RSM MX SERCORP CDMX 1, S.C.
Mexico	Servicio y Mantenimiento H8 SA de CV
Mexico	CONTADORES FPA, S.C.
Mexico	Knoa Software Latin America ( is in the process of changing its name to Tecnología Avanzada MSM SA de CV)
Mexico	WITT RGA CONSULTORES, S.C.
Morocco	RSM Morocco
Mozambique	RSM Moçambique, Lda.
Netherlands	RSM Netherlands Holding N.V.
Netherlands	RSM Netherlands Corporate Finance B.V.
Netherlands	RSM Netherlands Technology Consulting B.V.
Netherlands	RSM Nederland Interim Services N.V.
Netherlands	RSM Netherlands (VAT Services) B.V
Netherlands	RSM Netherlands Business Consulting Services B.V.
Netherlands	RSM Netherlands Audit B.V.
Netherlands	RSM Netherlands Loonadviesgroep B.V.
Netherlands	RSM Netherlands Financial Advisory Services B.V.
Netherlands	RSM Netherlands Evaluent B.V.
Netherlands	RSM Netherlands Belastingadviseurs N.V.
Netherlands	RSM Netherlands (GRC) Consultancy B.V.
Netherlands	RSM Netherlands Due Diligence Services B.V.



Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 26

Netherlands	RSM Netherlands Accountants N.V.
Netherlands	RSM Netherlands IT Audit B.V.
Netherlands	RSM Nederland Holding N.V.
Netherlands	RSM Netherlands Consultancy B.V.
Netherlands	RSM Bedrijfsfinancieringen B.V.
Netherlands	RSM Nederland Risk Advisory Services B.V.
Netherlands	RSM Loonadviesgroep B.V.
Netherlands	RSM Financial Advisory Services B.V.
Netherlands	RSM Evaluent BV
Netherlands	D.V.A.T.S B.V.
New Zealand	RSM New Zealand Group Limited
New Zealand	RSM New Zealand (Auckland North)
New Zealand	RSM Hades Trustee Limited
New Zealand	RSM New Zealand (Auckland)
New Zealand	RSM Hayes Audit
New Zealand	RSM Hayes Audit Ltd
New Zealand	RSM New Zealand Auckland (North) Limited
New Zealand	RSM New Zealand (Auckland) Limited
New Zealand	RSM Mercer Family Trustee Limited
Nicaragua	RSM Nicaragua, S.A
Niger	RSM NIGER
Norway	RSM Norge AS
Norway	RSM Norge Kompetanse AS
Norway	RSM Advokatfirma AS
Oman	George Mathew LLC
Pakistan	Avais Chartered Accountants
Pakistan	Avais Hyder Liaquat Nauman (based in Afghanistan)
Pakistan	RSM Avais Hyder Liaquat Nauman
Pakistan	RSM Pakistan (Pvt.) Limited
Panama	RSM Panama, S.A.
Paraguay	RSM Paraguay S.A.
Paraguay	Aprilstar S.A.
Peru	RSM PERU S.A.C.
Peru	Panez, Chacaliaza & Asociados S.C.R. Ltda.
Philippines	Reyes Tacandong & Co.
Poland	RSM Poland Audyt Sp. z o.o.
Poland	RSM Poland Technology Sp. z o.o.
Poland	RSM Poland Legal Sp. z o.o.
Poland	RSM Poland Fiscal Representation Sp. z o.o. sp. K
Poland	RSM Poland Sp. z o.o.
Poland	RSM Poland Fiscal Representation Sp. z o. o.

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 27

Poland	RSM Poland Spółka z ograniczoną odpowiedzialnością spółka komandytowa (RSM Poland sp. z o.o. sp. k.)
Poland	RSM Poland Spółka Doradztwa Podatkowego S.A.
Portugal	RSM & Associados - Sroc, Lda
Portugal	RSM Audiconsulte - Consultoria, Lda
Puerto Rico	RSM Puerto Rico
Puerto Rico	Vila del Corral y Compañía S.A.
Puerto Rico	RSM Dominicana, S. R. L.
Qatar	RSM Auditing and Consulting & Partners
Qatar	Shams Sadeq AL Baharna Auditors and Consultants
Romania	RSM Romania SRL
Saudi Arabia	RSM Allied Accountants Professional Services Company المهنية شركة المحاسبين المتحدون للاستشارات
Saudi Arabia	R.S.M. Technology for information technology company شركة ار اس ام تكنولوجي لتقنية
Serbia	RSM Serbia d.o.o. Beograd
Serbia	RSM Advisory d.o.o. Beograd
Singapore	RSM Chio Lim LLP
Singapore	Stone Forest Pte Ltd
Singapore	Pactech Engineering Pte Ltd
Singapore	Stone Forest CorpServe Pte Ltd
Singapore	SF Consulting Pte Ltd
Singapore	RSM Tax Pte Ltd
Singapore	RSM Risk Advisory Pte Ltd
Singapore	RSM Corporate Advisory Pte Ltd
Singapore	Stone Forest Accountserve Pte Ltd
Singapore	Stone Forest IT Pte Ltd
Singapore	SBA Stone Forest (China) Pte Ltd
Slovakia	RSM SK s. r. o.
Slovakia	RSM Consulting SK s. r. o.
South Africa	RSM SA Consulting (Pty) Ltd
South Africa	RSM South Africa Inc.
South Africa	RSM SA Trustees (Pty) Limited
Spain	RSM Spain Professional Corporation S.L.P.
Spain	RSM Spain Consultores, S.L.
Spain	WHERE2RETAIL, LDA
Spain	RSM Spain Corporate Finance, SL
Spain	RSM Spain Servicios Administrativos, SL
Spain	RSM Spain Asesores Legales y Tributarios, SLP
Spain	RSM Andorra Auditors i Assessors, SL
Spain	RSM Spain Auditores, SLP

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 28

Spain	RSM Spain Holding Company, SL
Spain	RSM Spain Holding Company SL
Sweden	RSM Sverige AB
Sweden	RSM Göteborg AB
Sweden	RSM Stockholm Holding AB
Sweden	RSM Roslagen AB
Sweden	RSM Göteborg KB
Sweden	RSM Stockholm AB
Switzerland	RSM Switzerland AG
Switzerland	RSM Audit Switzerland SA
Switzerland	RSM Swiss KMU GmbH
Switzerland	PASCAL SIGRIST TREUHAND GmbH
Taiwan	RSM Taiwan (English name) 廣信益群聯合會計師事務所(Chinese name)
Taiwan	廣益管理顧問股份有限公司/ Kwang-I Management Consulting Co.
Tajikistan	RSM Tajikistan LLC / Ҷамъияти дорои масъулияти маҳдуди «PCM Тоҷикистон» (ЧДММ «PCM Тоҷикистон»)
Tajikistan	RSM KGZ Limited Liability Company «PCM КейДжиЗет» Жоопкерчилиги чектелген коому Общество с ограниченной ответственностью «PCM КейДжиЗет»
Tajikistan	RSM Outsource Tajikistan LLC / Ҷамъияти дорои масъулияти маҳдуди «PCM Аутсорс Тоҷикистон» (ЧДММ «PCM Аутсорс Тоҷикистон»)
Tajikistan	RSM Legal Tajikistan LLC / Ҷамъияти дорои масъулияти маҳдуди «PCM Лигал Тоҷикистон» (ЧДММ «PCM Лигал Тоҷикистон»)
Tanzania	RSM Eastern Africa, Tanzania
Thailand	RSM (Thailand) Limited
Thailand	RSM Audit Services (Thailand) Limited
Thailand	RSM Recruitment (Thailand) Limited
Turkey	RSM TURKEY YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	RSM TURKEY DANIŞMANLIK VE YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	RSM TURKEY KURUMSAL DANIŞMANLIK ANONİM ŞİRKETİ
Turkey	RSM TURKEY ULUSLARARASI BAĞIMSIZ DENETİM ANONİM
Turkey	RSM TURKEY SERBEST MUHASEBECİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN ULUSLARARASI BAGIMSIZ DENETİM ANONİM ŞİRKETİ
Turkey	ARKAN ARKAN YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN KURUMSAL DANISMANLIK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN SERBEST MUHASEBECİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Uganda	RSM Eastern Africa, Uganda
Ukraine	"RSM UKRAINE" Limited Liability Company
Ukraine	"RSM UKRAINE AUDIT" LIMITED LIABILITY COMPANY

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 29

Ukraine	"RSM UKRAINE SERVICE" Limited Liability Company
United Arab Emirates	RSM Dahman Auditors
United Arab Emirates	RSM AE Technology L.L.C.
United Arab Emirates	RSM Dahman Management Consultancy
United Arab Emirates	RSM Dahman Accountants LLP
United Kingdom	RSM UK Group LLP
United Kingdom	RSM UK Foundation
United Kingdom	RSM UK Consulting Solutions Limited
United Kingdom	RSM UK Legal LLP
United Kingdom	RSM UK Executive Services LLP
United Kingdom	RSM UK PBT Trustee Limited
United Kingdom	RSM UK SIP Trustees Limited
United Kingdom	RSM UK Audit LLP
United Kingdom	RSM UK Pension Trustees Limited
United Kingdom	RSM UK Creditor Solutions LLP
United Kingdom	RSM UK Holdings Limited
United Kingdom	RSM Northern Ireland (UK) Limited
United Kingdom	RSM & Co (UK) Limited
United Kingdom	RSM UK Tax and Advisory Services LLP
United Kingdom	RSM UK Tax and Accounting Limited
United Kingdom	RSM UK Risk Assurance Services LLP
United Kingdom	RSM UK Restructuring Advisory LLP
United Kingdom	RSM UK Management Limited
United Kingdom	RSM UK Corporate Finance LLP
United Kingdom	RSM UK Consulting LLP
United Kingdom	RSM UK Employer Services Limited
United Kingdom	Baker Tilly Executive Services Limited
United Kingdom	Baker Tilly Creditor Services LLP
United Kingdom	RSM Employer Services Limited
United Kingdom	First Hosted Limited (FHL)
United Kingdom	RSM Pension Trustees Limited
United Kingdom	RSM Restructuring Advisory LLP
United Kingdom	RSM Legal LLP
United Kingdom	RSM Risk Assurance Services LLP
United Kingdom	RSM Tax and Advisory Services LLP
United Kingdom	RSM Corporate Finance LLP
United States of America	RSM US LLP
United States of America	RSM US Alliance
United States of America	RSM Delivery Center (India) Pvt. Ltd.
United States of America	RSM US (Germany) GmbH
United States of America	RSM US (Hong Kong) Limited

Chris Ferraro, Interim CEO  
Celsius Mining LLC  
August 4, 2023  
Page 30

United States of America	RSM US (UK) Ltd.
United States of America	RSM US Product Sales LLC
United States of America	RSM US Canada Holdco LLP
United States of America	RSM Canada Operations ULC
United States of America	RSM Canada Consulting LP
United States of America	RSM Canada Limited
United States of America	RSM US SV, Ltda. de C.V.
United States of America	RSM US Consulting (Shanghai) Co. Ltd./罗绅美商务咨询(上海)有限公司
United States of America	RSM Canada GP Inc.
United States of America	RSM US International Holdco One LLC
United States of America	RSM US International Holdco Two LLC
United States of America	RSM US Product Sales Holdings LLC
United States of America	RSM US International Services, Inc.
United States of America	RSM US International Holdco Three LLC
United States of America	RSM US Mexico Consulting, S.C.
United States of America	Risk & Regulatory Consulting, LLC
Uruguay	RSM Uruguay S.A.
Uruguay	RSM Paraguay S.A.
Uruguay	RSM Corporate Uruguay S.A.
Uruguay	Aprilstar S.A.
Venezuela	RSM Venezuela
Vietnam	RSM Vietnam Auditing and Consulting Co., Ltd
Zambia	RSM Zambia Chartered Accountants